

The bill of lading for the shipment specified that it would be governed by the Carriage of Goods by Sea Act (“COGSA”). 46 U.S.C. App. § 1304(5) (2006). COGSA limits the liability of the carrier and the ship for loss or damage of goods to \$500 per package, unless the shipper declares a higher value for the goods in the bill of lading. *Id.* Here, although there was space on the bill of lading where Suzlon Energy could have entered a higher value for its goods, it did not do so. Thus, BBC Chartering’s liability as the carrier is limited to \$500 per package.

The bill of lading also contains a Himalaya clause, which affords all limitations of liability available to the carrier to the carrier’s agents and servants as well. Here, because CCT was acting as an agent or servant of BBC Chartering, CCT’s liability is also limited to \$500 per package. CCT is therefore entitled to summary judgment that its liability for damage to the Nacelle unit is limited to \$500.

IT IS SO ORDERED.

SIGNED this 1st day of November, 2006.

A handwritten signature in dark ink, appearing to read "Keith P. Ellison", is written over a horizontal line.

KEITH P. ELLISON
UNITED STATES DISTRICT JUDGE

**TO INSURE PROPER NOTICE, EACH PARTY WHO RECEIVES THIS ORDER SHALL
FORWARD A COPY OF IT TO EVERY OTHER PARTY AND AFFECTED NON-PARTY
EVEN THOUGH THEY MAY HAVE BEEN SENT ONE BY THE COURT**